AWARD/CONTRACT			act Is A Rated Order AS (15 CFR 700)			Rating DXA4	F	Page 1	Of 25		
2. Con	tract (Proc. I	nst. Ident) No.		ective Dat				ect No.			
DAAE0	7-03-C-N064	<u> </u>		2	2003FEB28 SEE SCHEDULE						
5. Issue			Code	W56HZV			(If Othe	r Than Item 5)		Code	S2305A
TACOM	•		L	WJOIIZV		DETROIT	(== 0 1==0				DZJUJA
	-AQ-AHPA				U.S.	ARMY TANK	& AUTOM	OTIVE COMMAND)		
		(586)574-7161			(TA	COM)					
WARRE	N, MICHIGAN	1 48397-5000				DCMAE-GJ					
HTTP:	//CONTRACTI	NG.TACOM.ARMY.MIL			WARREI	N, MI 483	397-5000				
e-mail	address: so	CHEELEM@TACOM.ARMY.MIL				SCD) A P	AS NONE	ADP P	Г HQ0337	
7. Nam	e And Addre	ss Of Contractor (No. Street, C	ity, County,	State, And	d Zip Cod	e) 8.	. Delivery	У			
	PORTER ST	S FABRICATORS INC					FOI	B Origin X	Other (See Belo	ow) SEE S	CHEDULE
	IT MI	48216-1738				9.	Discoun	t For Prompt P	ayment		
FABFI	BER@AOL.COM	1									
מעטיי	DIICTNECC: (Other Cmall Duginess Derfe	rmina in II	C		1	0. Submi	t Invoices		Ite	em
		Other Small Business Perfo	_				-	Unless Otherwi	•		12
Code			Facility Co	de	10 D			ldress Shown Ir	n:	C. 1	1100227
	p To/Mark F	or	Code		-	ent Will Be - COLUMBUS	-			Code	HQ0337
DEE D	CHEDOLE							ENT OPERATION	1		
						30X 182266	5				
					COLUM	BUS OH	43218-2	266			
12 4	thouity Fou II	sing Other Than Full And Oper	. Compositio		14 Acces	nting And	A nnuanui	ation Data			
	0 U.S.C. 2304		-)		nting And A	Appropri 4930AC6		26FB S2011	.3 W56HZV	
	. Item No.	15B. Schedule Of Sup					15D. Un		nit Price	15F. An	nount
	CHEDULE	CONTRACT TYPE:	JHES/SEI VICES	•	15C. Quantity 15D. Unit 15E. Unit Price 15F. Amount KIND OF CONTRACT:						
		Firm-Fixed-Price						and Priced Ord	ders		
						15C T	Cotol Ame	ount Of Contrac	of L		
				16 Te	able Of Co		otal Allic	ount Of Contrac	ct → \$:	314,040.6	6
(X)	Section	Description		Page(s)	(X)	Section		Des	scription		Page(s)
(11)	5001011	Part I - The Schedule		I uge(b)	(12)	Part II - (Contract		,		I ugv(b)
X	A	Solicitation/Contract Form		1	Х	I	Contr	act Clauses			18
X	В	Supplies or Services and Price		4		Part III -	List Of I	Ocuments, Exh	ibits, And Other	· Attachme	ents
X	С	Description/Specs./Work Stat	ement	6		J		f Attachments			
X	D	Packaging and Marking		9				tations And Ins			
Х	E	Inspection and Acceptance		11		K	_	esentations, Cer			
X	F	Deliveries or Performance		12		T .		Statements of (
X	G H	Contract Administration Data		15		L M	_		Notices to Offero	ors	
X	п	Special Contract Requiremen	racting Offic	16	'amplete I			ation Factors fo	or Awaru		
17.	Contractor	s Negotiated Agreement (Con		er win C					sign this docum	ont) Vour	offer on
		document and return	copies to			waru (Conu on Number		E0703RN080	including		
		tractor agrees to furnish and de		ıs				dditions or char	nges are set fortl		
-		ervices set forth or otherwise id							nd on any conti		
		tion sheets for the consideratio ations of the parties to this con			award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No						
,	,	_		;				is necessary.	, and (b) this awa	aru/contra	ici. No
subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions,				ns,							
representations, certifications, and specifications, as are attached				d							
		reference herein. (Attachments	are listed								
herein.) 19A. Name And Title Of Signer (Type Or Print)			+	20A. Nan	ne Of Contra	acting Of	ficer				
272. France Find True Of Signer (Type Of Film)				FRED	RICK T. SE	EEBURGER					
100			10 5 : -					IL (586)574-8		00.5	
19B. N	ame of Contr	actor	19c. Date S	igned	20B. Unit	ed States Of	1 Americ	a	2	OC. Date S	oigned
By					By	/	SIGNED/			2003FEB28	3
	ignature of po	erson authorized to sign)				nature of Co	ontractin	g Officer)			
	540-01-152-80				25-106			Standar	d Form 26 (Rev	1-85)	

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 2 **of** 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

SECTION A - SUPPLEMENTAL INFORMATION

- (a) Contract Number DAAE07-03-C-N064 is awarded to Midwest Fiberglas Fabricators, Inc. The Government accepts your proposal dated January 30, 2003 in response to Solicitation Number DAAE07-03-R-N080, signed by Mr. Anthony Simon, President, of your company.
 - (b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: MIL-I-45208

Section E, 52.246-4028, INSPECTION POINT:

CONTRACTOR'S PLANT: Midwest Fiberglas Fabricators, Inc., 2658 Porter Street, Detroit, MI 48216 SUBCONTRACTOR'S PLANT: Quality Packaging Systems, Inc., 24260 Mound Road, Warren, MI 48091

Section F, 52.242-4022, DELIVERY SCHEDULE:

Midwest Fiberglas proposed 300-400 each month beginning 60 days after award.

- (c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (http://contracting.tacom.army.mil/) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.
- (d) The following Amendment(s) to the solicitation are incorporated into this contract: There were no amendment issued to this solicitation.

[End of Clause]

A-2 TACOM DISCLOSURE OF UNIT PRICE INFORMATION

DEC/2002

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of notice]

A-3 52.204-4016 (TACOM)

TACOM-WARREN ELECTRONIC CONTRACTING

MAR/2001

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

CONTINUATION SHEET	Reference No. of Document Bein	Page 3 of 25	
CONTINUATION SHEET	PHN/SHN DAAE07-03-C-N064	MOD/AMD	

- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

[End of Clause]

A-4 52.214-4003 ALL OR NONE MAR/1998 (TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

A-5 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 4 of 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 5330-01-320-3692 FSCM: 19207 PART NR: 12345980 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	2994	EA	\$ 104.89000	\$314,040.66
	NOUN: SEAL, NONMETALLIC SP PRON: EH3A1462EH PRON AMD: 01 ACRN: AA AMS CD: 070011				

	THE FIRST ARTICLE TEST REQUIREMENT (FAT)				
	HAS BEEN WAIVED FOR THIS PROCUREMENT ONLY.				

	(End of narrative B001)				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12345980 DATE: 20-DEC-2001				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN SEC D UNIT PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV3015S879 W25G1U J 1 DEL REL CD QUANTITY DEL DATE 001 400 30-APR-2003				
	002 400 30-MAY-2003				
	003 400 30-JUN-2003				
	004 100 30-JUL-2003				

Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-N064 MOD/AMD

Manueu NAMB **Page** 5 **of** 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

EM NO		SUPPLIES/SERVI	ICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: De	stination					
	DD BU	TRANSPORTATION (SP NEW CUMBERLANI ILDING MISSION DO	FACILITY				
	REL CD MIL 002 W56HZV3	015S880 W45G19		2			
	DEL REL CD 001	QUANTITY 300	DEL DATE 30-JUL-2003				
	002	400	29-AUG-2003				
	003	294	30-SEP-2003				
	FOB POINT: De	stination					
	HI GA	. W390 RED RIVER I GHWAY 82 WEST CL TE 44 BLDG 184					
	003 W56HZV3	015S881 W62G2T		2			
	002	400	30-OCT-2003				
	003	194	28-NOV-2003				
	FOB POINT: De	stination					
	25 RE	GHT ADDRESS DEF DIST DEPOT S 600 S CHRISMAN RG C WHSE 10 PH 209 ACY	DAD				

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 6 of 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date

C-1 52.211-401! (TACOM)

52.211-4015 CONFIGURATION CONTROL - ENGINEERING CHANGES

JUL/2002

- (a) DEFINITIONS:
- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
 - (3) Value Engineering Change Proposal (VECP). A proposal that --
 - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
 - (A) In deliverable end item quantities only;
 - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (C) To the contract type only.
 - (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
 - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is (JE).
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
 - (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
 - (d) Submittal Procedures for ECPs/VECPs/RFDs.

CONTENT ATION SHEET	Reference No. of Document Being	Page 7 of 25	
CONTINUATION SHEET	PHN/SHN DAAE07-03-C-N064	MOD/AMD	

- (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
- (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer (khatiwk@tacom.army.mil) and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
 - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.
- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
 - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
 - (j) Questions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

C-2 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2000 (TACOM) SUBSTANCES (CIODS)

- (a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.
 - (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can

CONTINUATION SHEET Reference No. of Document Being Continued Page 8 of 25 PIIN/SIIN DAAE07-03-C-N064 MOD/AMD

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

C-3 52.211-4008 DRAWING LIMITATIONS NOV/2002 (TACOM)

- (a) The drawings supplied with this contract are \underline{not} shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:
 - (1) depict the completed (item(s), and
 - (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) \underline{YOU} ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.
- (e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 9 **of** 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

SECTION D - PACKAGING AND MARKING

	Regulatory Cite Title		
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

Packaging Requirements Sheet (Commercial)

PRON: 3A1462 NSN: 5330-01-320-3692

- A. The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein.
- B. The following Packaging requirements shall apply:

PRESERVATION: COMMERCIAL

LEVEL OF PACKING: COMMERCIAL QUANTITY PER UNIT PACKAGE: 001

QUANTITY OF UNIT PACKAGES PER INTERMEDIATE CONTAINER: 000

UNIT PACKAGE WEIGHT (lbs): 0007.4

UNIT PACKAGE CUBE (cubic feet): 0000.938

UNIT PACKAGE SIZE (length x width x depth inches): $N/A \times N/A \times N/A$

- 1 <u>Packaging</u> Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- 1.1 <u>Cleanliness</u> Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- 1.2 <u>Preservation</u> Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- 1.3 <u>Cushioning</u> Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.
- 2 Unit package
- 2.1 <u>Unit Package</u> A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.
- 2.2 <u>Unit Package Quantity</u> Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.
- 3 <u>Intermediate Package</u> Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.
- 4 Packing
- 4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the
- 4.2 <u>Shipping Containers</u> The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- C. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 10 of 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

- D. Marking: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129N, including bar coding, see AIM-BC1, Uniform Symbology Specification(USS) 39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

 E. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- F. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
- G. SUPPLEMENTAL INSTRUCTIONS:

*** END OF NARRATIVE D 001 ***

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 11 of 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

SECTION	F -	INSPECTION	A MD	ACCEPTANCE
SECTION	ъ -	TNOLFCITON	AMD	ACCEPIANCE

	<u>Regulatory Cite</u>	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIESFIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTTACOM QUALITY SYSTEM	OCT/1997

- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.
- (b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

[]	ISO 9001
[]	ISO 9002
[]	QS 9000
[]	ANSI/ASQ Q9001
[]	ANSI/ASQ Q9002
ſ	1	Other, specifically

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

- (c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.
- (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-4 52.246-4028 INSPECTION POINT: ORIGIN FEB/1994 (TACOM)

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:						
	(Name)					
	(Address)	(City)	(County)	(State)	(Zip)	
SUBCONTRACTOR'S PLANT:	(Name)					
	(Address)	(City)	(County)	(State)	(Zip)	

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 12 of 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATIONEVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-6	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000

(a) <u>DEFINITIONS</u>:

- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.
- (2) <u>DAYS</u> means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
 - (3) <u>DELIVERY</u> is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or
- (ii) <u>FOB Destination</u> Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.
 - (b) The Government's proposed delivery schedule is:

CLIN DAYS QUANTITY

0001AA 60 days or sooner AS MANY AS POSSIBLE

- (c) You can accelerate delivery: at no additional cost to the Government
- (d) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.
 - (e) <u>CONTRACTOR'S PROPOSED SCHEDULE</u>:
- (1) I WILL START DELIVERIES ____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, ____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
- (2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____UNITS EVERY 30 DAYS.

[End of Clause]

F-7 52.211-16 VARIATION IN QUANTITY

APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to:

<u>ZERO</u> percent increase; and

<u>ZERO</u> percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

CONTINI	JATION	ISHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

F-8 52.242-4009 (TACOM)

ACCELERATED DELIVERY--NOTICE OF SHIPMENT

FEB/1998

Page 13 of 25

- (a) You must send a notice of shipment in accordance with FAR 52.242-12 REPORT OF SHIPMENT when:
 - -- You accelerate delivery, and
 - -- The accelerated delivery increment exceeds 20% of this contract's total delivery quantity.
- (b) This clause doesn't relieve you of any other obligations or requirements of FAR 52.242-12, or of this contract. See the specific delivery schedule clause in the Schedule of this contract (which may also be given elsewhere in this Section F) to determine if acceleration is acceptable and under what conditions.

[End of Clause]

F-9	52.247- (TACOM)		FOR THE APPLICABLE MODE OF	SHIPMENTS: IN-THE-CLEAR	JAN/2001
Rail/	MILSTRIP				
Motor	Address	Rail	Motor	Parcel Post	
SPLC*	Code	Ship To:	Ship To:	Mail To:	
206721/	W25G1U	Transportation Officer	Transportation Officer	Transportation Officer	
209405		Defense Dist Depot Susquehanna	Defense Dist Depot Susquehanna	Defense Dist Depot Susquehanna	
		New Cumberland, PA	New Cumberland, PA	New Cumberland, PA 17070-5001	
875670/	W62G2T	Transportation Officer	Transportation Officer	Transportation Officer	
875675		XU Def Dist Depot	XU Def Dist Depot	Dist Depot San Joaquin	
		San Joaquin	San Joaquin	P O Box 96001	
		25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Stockton, CA 95296-0130	
471995/	W31G1Z	Transportation Officer	Transportation Officer	Transportation Officer	
471996		Anniston Army Depot,	Anniston Army Depot,	Anniston Army Depot,	
		Bynum, AL	Bynum, AL	Anniston, AL 36201-5021	
209741/	W25G1R	Transportation Officer	Transportation Officer	Transportation Officer	
209770		Letterkenny Army Depot,		Letterkenny Army Depot,	
		Culbertson, PA	Chambersburg, PA	Chambersburg, PA 17201-4150	
661136/	W45G19	Transportation Officer	Transportation Officer	Transportation Officer	
661157		Red River Army Depot,	Red River Army Depot,	Red River Army Depot,	
		Defense, TX	Texarkana, TX	Texarkana, TX 75507-5000	
764538/	W67G23	Transportation Officer	Transportation Officer	Transportation Officer	
764535		Tooele Army Depot,	Tooele Army Depot,	Tooele Army Depot,	
		Warner, UT	Tooele, UT	Tooele, UT 84074-5003	

^{***}SPLC indicates \underline{S} tandard \underline{P} oint \underline{L} ocator \underline{C} ode.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS)

CONTINUATION SHEET	Reference No. of Document Being Con	ntinued	Page 14 of 25
	PHN/SHN DAAE07-03-C-N064	MOD/AMD	

requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot Red River Army Depot Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

	CONTINI	I A TION	CHEET	Refer	ence N	o. of Document	Being Continue	d		Page 15 of 25
	CONTINUATION SHEET		PIIN/SIIN	DAAE0	7-03-C-N064	MOD/A	AMD			
Name	of Offeror or	Contracto	r: midwest fi	BERGLAS FABRICAT	ORS IN	С				
SECTION	G - CONTRAC'	T ADMINIST	RATION DATA							
LINE ITEM_	PRON/ AMS CD	OBLO		CLASSIFICATION			JOB ORDER NUMBER	ACCOUNT1	ING	OBLIGATED AMOUNT
0001AA	EH3A1462EH	AA 2		CC6D 6D	26FB	S20113	<u> </u>	W56HZV	\$ -	314,040.66
SERVICE NAME Army		L BY ACRN		CLASSIFICATION	26FB	S20113	ACCOUN STATIO W56HZV	ON	\$_	OBLIGATED AMOUNT 314,040.66

TOTAL \$ 314,040.66

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 16 of 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.232-16	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)	DEC/2002
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-4	252.225-7009	DUTY-FREE-ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
		COMPONENTS)	
H-5	252.225-7010	DUTY-FREE ENTRYADDITIONAL PROVISIONS	AUG/2000
H-6	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-7	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-9	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
 - (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
 - (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

CONTINUATION SHEET	Reference No. of Document B	eing Continued	Page 17 of 25
	PIIN/SIIN DAAE07-03-C-N064	MOD/AMD	

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-10 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002 (TACOM)

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

CONTIN	ITTA TITA	MI CI	TETT
	WAII	717 71	

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 18 of 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-20	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-21	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-22	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-26	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-30	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-31	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-32	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-33	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-36	52.229-5	TAXESCONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-37	52.232-1	PAYMENTS	APR/1984
I-38	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	FEB/2002
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-44	52.233-1	DISPUTES	JUL/2002
I-45	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-46	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-47	52.242-13	BANKRUPTCY	JUL/1995
I-48	52.243-1	CHANGESFIXED-PRICE	AUG/1987
I-49	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-50	52.248-1	VALUE ENGINEERING	FEB/2000
I-51	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 19 of 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

	Regulatory Cite	Title	Date
I-52	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-53	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-54	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-	MAR/1999
		RELATED FELONIES	
I-55	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-56	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
		THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-57	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
		GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal	
		Register 27 Mar 98	
I-58	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-59	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-60	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-61	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-62	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-63	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-64	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-65	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	SEP/2001
		ENTERPRISES	
I-66	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-67	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD	MAR/2000
		CONTRACTS)	
I-68	52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999

- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
 - (b) Evaluation preference.
 - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
 - [] Offer elects to waive the evaluation preference.
 - (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 20 of 25

PHIN/SHIN DAMEOT OF C NOOT

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-69 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental Protection Agency designates in 40 CFR part 82 as--
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) ______ * ______, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-70 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

MAY/2002

- (a) Definitions. As used in this clause--
 - (1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

- (1) The contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for contruction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

	Reference No. of Document Being Continued
CONTINUATION SHEET	

MOD/AMD

PIIN/SIIN DAAE07-03-C-N064

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

T - 71AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

Page 21 of 25

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-72 REQUIRED CENTRAL CONTRACTOR REGISTRATION 252.204-7004

MAR/2000

- (a) Definitions. As used in this clause --
- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) <u>Data Universal Numbering System +4 (DUNS+4) number</u> means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

[End of Clause]

I-73 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

Page 22 of 25

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 23 of 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;

CONTINUATION SHEET

- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
 - (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM CONTRACT

CONTINUATION SHEET	Reference No. of Document B	eing Continued	Page 24 of 25
	PIIN/SIIN DAAE07-03-C-N064	MOD/AMD	

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-74 252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS MAY/1994

Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

[End of Clause]

- I-75 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)
- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFOs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

- I-76 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000 (TACOM)
- (a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.
- (b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.
 - (1) Unit Package:
 - (i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-N064

MOD/AMD

Page 25 **of** 25

Name of Offeror or Contractor: MIDWEST FIBERGLAS FABRICATORS INC

the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

	(ii)	Unit Package Exterior Size/Weight of Unit Package with contents:
		Length x Width x Depth(expressed in inches)/Weight expressed in pounds
(2)	Shippi	ng Container:
	(i)	Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:
		Length, x Width, x Height, (expressed in feet and inches)
	(ii)	Number of unit packages per shipping container each
	(iii)	Gross weight of Shipping container and contents Lbs.
(3)	Unitiz	ed Loads:
	(i)	Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe:
	(ii)	Number of Shipping containers per pallet/skid each.
	(iii)	Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials Lbs
	(iv)	Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:
		Length, x Width, x Height, (expressed in feet and inches)
	(v)	Gross Weight of Unit Load Lbs;